



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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November 4, 2004

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ARMED/UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the services can be performed more economically by an independent contractor than by County employees.
3. Award the contract for "Armed/Unarmed Security Services for Public Works Headquarters Complex" to Securitas Security Services USA, Inc. (Securitas), located in Commerce, California. This contract will be for a period of one year, commencing on November 20, 2004, or upon Board approval and the Interim Director of Public Works' execution of the contract, whichever occurs last, with the option to extend the contract on a month-to-month basis up to three months.
4. Delegate authority to the Interim Director of Public Works to extend the contract for up to three months, if, in the opinion of the Interim Director, extension is warranted, or to terminate the contract, if, in the opinion of the Interim Director, it is in the best interest of the County to do so.

5. Authorize Public Works to encumber an annual amount not to exceed \$486,274 and 1/12 of that amount for each optional one-month extension, plus 15 percent for additional, extraordinary, or as-needed security services within the scope of work. This amount represents the cost of these services currently being provided by the current contractor. Funds are available in Public Works 2004-05 budget.
6. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 14, 2003, Synopsis 32, your Board awarded Contract No. 74340 to Langner Security Services, Inc. (Langner) to provide security services to Public Works Headquarters Complex in order to protect persons and County property. On September 20, 2004, Langner notified the County that it would cease providing security services on November 20, 2004, and that Shield Security, Inc. (Shield) would acquire the contract from Langner. On September 30, 2004, Public Works staff met with Langner and Shield management and explained the County's policies on assignment of contracts, living wage, employee retention, jury service benefits, and other matters.

On October 11, 2004, Langner mailed a Notice of Intent to Discontinue Security Services stating that it would no longer provide services after midnight, November 20, 2004, almost 15 months before the end of the final contract term. In addition, the letter stated that Shield had declined assignment of the contract.

On October 20, 2004, on the advice of County Counsel, Public Works sent a written demand to Langner and its performance surety, Fidelity and Deposit of Maryland, directing them to perform the contract in accordance with its terms. Public Works has not received an adequate response to this demand.

Public Works entered into negotiations with other security services, including the Los Angeles County Office of Public Safety (OPS) to perform these essential services in Langner's place. OPS was unable to furnish a substitute contractor because its existing contracts do not provide for an on-site post commander. An on-site post commander has been an essential part of the current Public Works security program.

For that reason, Public Works negotiated directly with Securitas, one of the OPS contractors. Securitas was the first contractor to agree to all of the existing contract terms and conditions, including price, staffing, and a \$100,000 performance bond.

Public Works also negotiated with International Services, Inc. (International) which currently provides security services to Public Works at remote parking lots. However, International declined to comply with the performance bond requirement until after an agreement had been reached with Securitas. Since Securitas will provide the same cost-effective rates currently charged by Langner, it is recommended that this contract be awarded to Securitas.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide these services in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$486,274 and 1/12 of that amount for each optional one-month extension, plus 15 percent for additional, extraordinary, or as-needed security services within the scope of work. This price was negotiated with the contractor and is equal to the Langner contract price which your Board has found cost-effective. This contract will commence at midnight on November 20, 2004, or upon Board approval and the Interim Director's execution of the contract for a period of one year. With the Board's delegated authority, the Interim Director may extend the final contract term on a month-to-month basis up to three months. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works 2004-05 budget to cover the cost of this contract. This contract allows a cost-of-living adjustment for the last option year in accordance with County policy established by the Chief Administrative Office. There will be no impact on net County cost.

Previously, Public Works calculated the cost-effectiveness of contracting for this service with Langner. Based on the cost calculations, Public Works has determined that these services can continue to be more economically performed by an independent contractor than by County employees.

In the unlikely event that the County incurs contractual damages due to Langner's premature termination of its contract, Public Works will seek your Board's authority to seek legal redress from Langer and/or its surety.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Because this contract is urgently required for public and employee safety and to protect control of the County's infrastructure systems, it has been necessary to arrange this contract and present it to your Board for approval on an accelerated basis. Public Works proceeded promptly and diligently when informed of the imminent withdrawal of services, but waiver of the Board's policy on timely submission of contracts for Board approval is essential to ensure continuity of the essential services.

Prior to the Interim Director executing this contract, which is substantially reflected in the enclosed agreement, the contractor will sign. County Counsel has reviewed this contract as to form.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has verified that the contractor has the financial ability to perform the contract and pay a living wage and is verifying its labor, wage, and hour history. Pursuant to the Living Wage Ordinance, the present employees are to be offered employment by Securitas and retained for up to 90 days.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing this service a living wage.

ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of the CEQA, the type of work to be provided is categorically exempt as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

Under the extraordinary time constraints forced on Public Works by the resignation of its existing contractor, it was necessary to severely condense the normal contractor selection process. Public Works contacted its parking lot security service and the OPS in attempts to negotiate substitute contracts and also entertained Shield's proposal to

receive an assignment of Langner's contract. These attempts failed for the reasons previously explained.

On October 28, 2004, at a meeting with Public Works staff, Securitas representative offered that Securitas would perform this contract in accordance with its specifications, terms, conditions, and prices and be subject to all of the contractual duties and liabilities. Public Works has reviewed Securitas' financial statements, experience, and references and determined that it is qualified to perform the services. Securitas is only to serve the remainder of Langner's contract term. Upon expiration of this contract, Public Works will commence a competitive procurement process for a new contract.

The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
November 4, 2004
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CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

**SAMPLE AGREEMENT FOR
ARMED/UNARMED SECURITY SERVICES
FOR PUBLIC WORKS HEADQUARTERS COMPLEX
CONTRACT NO. _____**

This AGREEMENT, made and entered into this ____ day of _____ 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Securitas Security Services USA, Inc., hereinafter referred to as "Contractor."

WHEREAS, Contract No. 74340 was entered into between the County and Langner Security Services, Inc. (Langner), on January 14, 2003, for armed and unarmed security services for Public Works Headquarters Complex for an annual price of \$486,274; and

WHEREAS, the County has received notice from Langner that it will cease providing armed and unarmed security officers at the Public Works Headquarters Complex, 900 South Fremont Avenue, Alhambra, effective at midnight on November 20, 2004; and

WHEREAS, Langner's contract as previously extended by the County expires on January 31, 2005; and

WHEREAS, the Contractor wishes to furnish such security services to the County at the rates and subject to the terms and conditions set forth in the Langner contract for a period not to exceed one year with three optional month-to-month extensions, for a total contract period not to exceed 15 months; and

WHEREAS, the Contractor is known to the County as a responsible contractor.

NOW, THEREFORE, the parties agree to enter into a new agreement as follows:

FIRST: That the Contractor, for the consideration hereinafter set forth, hereby agrees to provide armed and unarmed security services as described in the attached specifications at the Public Works Headquarters Complex, 900 South Fremont Avenue, Alhambra.

SECOND: That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Form PW-2 - Schedule of Prices; and Forms PW-1, PW-3 through PW-10 and Forms LW-1 through LW-8 (these forms to be attached at time of execution of agreement), all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Exhibit E, Form PW-2 - Schedule of Prices.

FOURTH: That this Contract's initial term shall be for a period of one year commencing at 12:01 a.m., on November 20, 2004, or upon Board approval and execution by the Interim Director. Upon written notice of at least 30 days, the Interim Director may extend the final Contract term on a month-to-month basis, not to exceed a total of three months, for the convenience of the County. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

FIFTH: That Public Works will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: That in no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: That the Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: That the Contractor shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Contract Manager in writing.

NINTH: That the Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's

right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

TENTH: That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

ELEVENTH: That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Interim Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Interim Director of Public Works

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

SECURITAS SECURITY SERVICES
USA, INC.

By _____
Its President

By _____
Its Secretary

PART B - STATEMENT OF WORK

2.1 Scope of Work

The objective of this Contract is to ensure the provision of armed and unarmed security services for Public Works' Headquarters Complex with maximum efficiency and in a cost effective manner. Additionally, such services shall be provided in a manner consistent with the long-range plans, goals, and objectives of Public Works.

Public Works is herewith soliciting Proposals from qualified contractors for providing trained, armed, and unarmed security officers according to these Specifications.

2.2 Contracted Facilities

Headquarters Complex *
900 South Fremont Avenue
Alhambra, CA 91803

* The Headquarters Complex is defined as the tower, the ancillary building, the Annex, the parking structure, and the surface parking area.

The Headquarters Complex will require the Contractor to provide 24-hour armed/unarmed security with three shifts per day: (1) day shift (Monday through Thursday) shall consist of a Post Commander, Lieutenant, Sergeant, one armed Security Officer, and two unarmed Security Officers; day shift (Friday) shall consist of a Lieutenant, one armed Security Officer, and one unarmed Security Officer; day shift (weekends and holidays) shall consist of a Lieutenant and one unarmed Security Officer; (2) swing shift (Monday through Friday) will consist of a Lieutenant and two unarmed Security Officers; swing shift (weekends and holidays) shall consist of a Sergeant and one unarmed Security Officer; and (3) graveyard shift (weekdays, weekends, and holidays) shall consist of a Sergeant and an unarmed Security Officer.

2.3 Contractor's Quality Control Plan

Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Project Manager/Contract Administrator on this Contract's start

date and as changes occur. The plan shall include, but not be limited to the following:

- 2.3.1 It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 2.3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 2.3.3 A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
- 2.3.4 The methods for continuing to assure service to the County in the event of a strike of Contractor's employees.

2.4 County's Quality Assurance Plan

The County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Part B, Section 2.13.1, Quality Assurance, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

2.5 Description of the Services to be Performed

2.5.1 Basic Function

Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned Public Works facilities; safe guard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.

2.5.2 Statement of Performance Standards

- 2.5.2.1 Security officers shall not eat, read, or use personal radios, cell phones, televisions, or record, CD, or tape players at their posts at any time.
- 2.5.2.2 Security officers shall remain awake, alert, and attentive during their shifts, without exception.

- 2.5.2.3 Security officers shall be attired in uniform as outlined in Part B, Section 2.10, Contractor - Furnished Items. Security officers shall be in full uniform, including black shoes and ties, and badges, at all times. Uniform hats are not required. During summer months, ties shall be optional.
- 2.5.2.4 Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, etc.
- 2.5.2.5 Security officers shall not leave their assigned post until properly relieved.
- 2.5.2.6 Security officers shall not use any County telephone except for the purpose of making or receiving calls to or from their supervisors or representatives of the County.
- 2.5.2.7 Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees, during the security officer's working hours, is to be discouraged.
- 2.5.2.8 Security officers shall maintain their post desk in a neat and presentable appearance.

2.5.3 Knowledge and Skills

Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Security officers are to have a good knowledge of self-defense and public restraint procedures. Security officers shall be able to communicate effectively with individuals and the general public. Security officers shall react quickly and take command of an emergency situation and use good judgment and discretion in handling unruly or trespassing public.

2.5.4 Attendance

Security officers shall be punctual and have regular attendance. In the event that the scheduled security officer is not going to report on time for the shift, Contractor shall so advise the Project Manager prior to the scheduled starting time. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

2.5.5 Reports and Logs

Security officers shall author and maintain a daily security log sheet which shall be made available each day to the facility's Project Manager.

Security log sheets shall include, but are not limited to times for the beginning and end of the daily shift and times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.

Security officers shall log description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.

Security officers shall report immediately to the facility's Project Manager any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit in writing to the Project Manager within two hours after the start of the next County workday a detailed narrative report of any incidents concerning the events outlined above.

2.5.6 Supervisor's Inspection

Contractor shall provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once each shift. Furthermore, Contractor or its designated representative shall, at a minimum, meet with the Project Manager on a monthly basis.

Contractor's Supervisor shall attempt to resolve all routine questions concerning the beat assignments. Where unresolved questions arise, the Supervisor will contact the Project Manager for advice. In the event of emergency, the Supervisor is to be notified immediately by the security officer on duty.

2.5.7 Office for Inquiries and Complaints

Contractor shall maintain a telephone at an office within Los Angeles County. Contractor shall have a responsible person(s) take any necessary action regarding all inquiries and/or complaints that may be received from

security officers, departmental personnel or the Director. This person(s) shall be available during patrol service hours. An answering service or answer machine will not be considered an acceptable substitute for full-time telephone coverage.

Contractor's office staff shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be open to the inspection of Public Works at all reasonable times.

2.6 Contractor's Employee Criteria

2.6.1 Contractor's Security Officer General Requirements

- 2.6.1.1 Contractor shall provide armed and unarmed, trained, and uniformed security officers.
- 2.6.1.2 Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, ability to work and communicate with the public and other operating personnel, and ability to accept responsibility and work independently. Security officers and supervisors shall be fluent in speaking and writing in the English language.
- 2.6.1.3 Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- 2.6.1.4 Security officers shall be over the age of 18 to perform work.
- 2.6.1.5 Security officers shall have a working knowledge of pertinent Penal Code sections; i.e., powers of arrest, etc.
- 2.6.1.6 Security officers shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill any other State or local license requirements. Security officers shall possess:
 - a. State of California Guard Registration Card
 - b. Valid California Class "C" Driver's License

- c. Valid Social Security Card
 - d. Selective Service Card or military discharge papers (DD214, if a Veteran)
 - e. State of California Firearms Qualification Cards (for armed security officers)
 - f. B.S.I.S. Baton Training
 - g. Security officers require drug testing, credit, criminal and Department of Motor Vehicles background investigations as well as seven years prior employment verification.
 - h. Security officers shall possess a valid Red Cross Certification in First Aid.
 - i. Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR).
- 2.6.1.7 Security officers shall be in good physical condition, able to carry out the requirements of the job.
- 2.6.1.8 Contractor shall provide a resume to the Project Manager on each security officer submitted for employment under this Contract. Resume requirements are outlined in Part B, Section 2.14.3, Background Investigation by Contractor.
- 2.6.1.9 All security officers provided to Public Works shall meet the above standards and this shall be so certified to the Project Manager, in writing, at least one working day prior to assignment of a security officer to a Public Works facility.
- 2.6.1.10 No security officer shall be assigned to a shift before receiving at least four hours' on-site training (paid by Contractor at at least the living wage rate) from Contractor's supervisory employee.
- 2.6.1.11 All full-time security officers (at a minimum, more than 35 hours per week) assigned to this Contract shall limit any outside employment to no more than 24 hours per week.
- 2.6.2 At the request of the Project Manager, Contractor shall remove from work, under these Specifications, any

security officer who fails to meet aforementioned requirements. Contractor shall immediately replace any security officer removed in order to continue required service levels.

2.6.3 Other Contractor Obligations

- 2.6.3.1 By the placing of security officers at Public Works' facilities, Contractor is certifying that those persons assigned are in a sound physical and emotional health necessary to perform duties required.
- 2.6.3.2 Work areas and/or location(s) in Public Works used by Contractor shall be accessible and subject to inspection by the Project Manager.
- 2.6.3.3 The work areas and/or any location(s) used by Contractor will be subject to inspection by various public entities responsible for inspection of other County and public facilities.
- 2.6.3.4 Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. Upon termination of this Contract, all equipment shall be returned. Contractor shall be liable for loss or other than normal wear and tear of said equipment.
- 2.6.3.5 Contractor shall be licensed by Federal Communications Commission (F.C.C.) to operate radio equipment provided and maintained by Public Works. Contractor shall be responsible for the loss or damage (other than normal wear and tear) to such equipment during Contractor's use.
- 2.6.3.6 Contractor shall be responsible for and shall provide security for all supplies and equipment in buildings and/or areas under Contractor's control or use during the course of this Contract.
- 2.6.3.7 The following security regulations are required:
 - a. Contractor's employees may not bring visitors, weapons (other than security officer's side arms), or contraband into the facility. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at a Public Works facility

and shall be subject to all rules and regulations of the facility.

- b. Contractor shall immediately report, to the Project Manager, any accidents and/or loss of equipment, supplies, etc.
- c. Contractor shall provide the Project Manager with an updated list of employees' names who can be assigned to Public Works facilities. The list shall include age, address, classification, social security number, date of birth, driver's license number, and length of service with Contractor.
- d. Keys and other items issued by the County to Contractor's employees shall be picked up at the beginning of each shift and left with the Project Manager at the end of each shift where required.
- e. Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Indiscreet conduct or actions.
 - 5) Reading newspapers, magazines, or other nonwork-related materials.
 - 6) Listening to radios, TVs, or record, tape, or CD players.
 - 7) Wearing of headphones.
 - 8) Rude or inconsiderate acts to County employees and/or visitors.
 - 9) Using cellular phones for personal business.

2.6.3.8 Emergency Conditions at Facility

In the case of an emergency or unusual event, all employees of Contractor located on site shall be subject to the direction of the Project Manager or designated representative. Contractor and its employees shall be

willing to cross picket lines and provide services contracted for during any work action or strike.

2.7 Contract Administration

2.7.1 Role of County Staff: Project Manager

The Building Manager for the Headquarters Complex will be designated as Project Manager for the Headquarters facility for activities related to the services under this Contract. Public Works personnel will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of work performed, the opinion of the Director shall prevail.

2.7.2 Role of Contractor's Staff: Account Executive

Contractor shall assign an account executive to the Public Works' account. The Account Executive shall be responsible at all times for the supervision of said personnel and shall be the liaison between Contractor and the Contract Administrator and the individual Project Managers. Contractor's on-site supervisor may not be designated the account executive.

2.7.3 Contract Director

Contractor shall provide the name of the Contract Director who is to work on this project to the Project Manager prior to the commencement of this Contract. Contractor shall provide a telephone number(s) where Contract Director (or identified alternate) may be reached on a 24-hour-per-day, year-round basis. An answering service or machine will not be acceptable.

The Contract Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.

The Contract Director or alternate shall have full authority to act for Contractor on all contract matters relating to the daily operation of this Contract.

The Contract Director shall have demonstrated previous experience in the management and operation of security services. The Contract Director and any alternate shall be able to read, write, speak and understand English.

2.7.4 Other Contractor Personnel

Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

2.8 Definitions

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof. Whenever in these Specifications the following terms are used, the intent and meaning will be interpreted as follows:

- 2.8.1 Board: The Board of Supervisors of the County of Los Angeles.
- 2.8.2 County: County of Los Angeles and/or County of Los Angeles Department of Public Works, Los Angeles County-County Engineer, Los Angeles County Flood Control District, Los Angeles County Waterworks Districts; and/or Los Angeles County Sewer Maintenance Districts.
- 2.8.3 Department: County of Los Angeles Department of Public Works.
- 2.8.4 Director: The Director of Public Works, County of Los Angeles, as defined in Chapter 2.18 of the Los Angeles County Code.
- 2.8.5 Proposer: Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
- 2.8.6 Contractor: The person or persons, co-partnership, joint venture, or corporation who has entered into an agreement with the County to perform or execute the work covered by these Specifications.
- 2.8.7 Proposal: The written instrument which a Proposer submitted in conformance with the solicitation document (Request for Proposals or Request for Quotation).
- 2.8.8 Specifications: The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under contract.

EXHIBIT A.11

- 2.8.9 Contract: The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. A contract will include the specifications, together with any special provisions thereof. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
- 2.8.10 Contract Work: Construction, maintenance, repair, or service performed for the County by a properly licensed contractor in conformance with applicable plans and specifications.
- 2.8.11 Proposal Form: The blank form prepared [Schedule of Prices (Attachment F)] and furnished by Public Works upon which all proposals shall be submitted.
- 2.8.12 The Work: The entire contemplated work to be performed and services rendered as prescribed in the specifications and covered by the contract.
- 2.8.13 Solicitation Document: Request for Proposals or Request for Quotation.
- 2.8.14 Acceptable Quality Level (AOL): A measure to express the allowable leeway or variance from contract standard, above which the County will reject a specified service. An AOL does not imply that Contractor may knowingly perform in a defective way. It implies that the County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in the Performance Requirements Summary (Attachment E), a Contract Discrepancy Report (Attachment A) will be issued and financial adjustments and/or other action, as identified in the Performance Requirements Summary imposed. Additionally, wherever possible, Contractor shall re-perform all defective work to correct the identified defect(s).
- 2.8.15 Contract Discrepancy Report: A written document prepared by the Project Manager to identify specific failures of Contractor to meet contract standards (Attachment A).
- 2.8.16 Holidays: Most County holidays fall on a weekday. All Public Works' facilities listed will require coverage on these days. Project Manager will provide Contractor with the County holiday schedule prior to this Contract's implementation.

EXHIBIT A.12

2.8.17 Incident: Incident is any occurrence that involves a security officer's written report.

High frequency	-	over 3 incidents per week
Medium frequency	-	2 - 3 incidents per week
Low frequency	-	0 - 1 incident per week

2.8.18 Performance Indicators: Characteristics which can be identified objectively to establish the performance of activities and services to the required standards (See Attachment E).

2.8.19 Performance Requirements Summary: The document furnished by the County which identifies key performance indicators of this Contract that will be evaluated by the County to assure that contract performance standards are met by Contractor (Attachment E).

2.8.20 Contract Director: That person designated by Contractor to administer the contract operations after its award by the County.

2.8.21 Quality Assurance Evaluator (OAE): The Project Manager will be responsible for the County's surveillance of the Contract performance.

2.8.22 Quality Assurance Surveillance Plan: The plan developed by the County, specifically for the contract, to monitor Contractor's compliance.

2.8.23 Quality Control Program: This term shall mean all necessary measures taken by Contractor to assure that the quality of an end product or service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency and conformity to the requirements set forth in the Work Statement.

2.8.24 Random Sample: A sampling method where each service output has an equal chance of being selected.

2.8.25 Standard: Minimum requirements set by the County for performing service or activity.

2.8.26 Supervisor: Person or persons employed by Contractor to ensure that tasks specified in the contract are performed according to the standards set forth in the contract. The Supervisor makes inspections, answers questions, resolves problems, and responds to emergencies and

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approves all Contractor's arrests at Public Works' facilities.

- 2.8.27 Interpretation of Terms: Should there appear to be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted and the Director's decision there will be final and conclusive.

2.9 County-Furnished Items

Public Works will furnish without cost to Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:

- 2.9.1 County will provide facilities with telephone service for Contractor's use. Contractor shall be prohibited from use of Public Works facilities for the conduct of other business interests which are not related to, or required for, Public Works security services. Telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the Project Manager on a monthly basis to determine any abuse.
- 2.9.2 The Radiotelephone Operations Manual provided by the County will provide the security officer with the information on the proper use of the hand-held radio which may be used.
- 2.9.3 County may provide radios for Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2.9.4 Time clocks shall be supplied by Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
- 2.9.5 Prior to Contract start-up, Contractor and Project Manager shall prepare an equipment inventory (Attachment C) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by QAE and, if

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found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Attachment A) shall be issued. Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.

2.9.6 Contractor shall not make any alterations to the equipment or facilities except with the written permission of the Project Manager.

2.9.7 Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of the work contained herein. Contractor shall reimburse County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

2.10 Contractor-Furnished Items

2.10.1 The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:

- a. Trousers/skirt
- b. Shirt/blouse
- c. Belt - solid black
- d. Tie - solid black
- e. Tie bar
- f. Socks - solid black
- g. Shoes - solid black
- h. Shoulder patches

Contractor shall provide its own badges and shoulder patches which shall be in full compliance with all legal requirements.

2.10.2 Contractor shall provide all working materials necessary for the proper performance of this Contract, including

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items such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by Contractor at no additional expense to Public Works. All materials required to perform this Contract and not otherwise mentioned as being provided by the County shall be provided by Contractor at no additional expense to Public Works.

- 2.10.3 All equipment provided by either party shall at all times be kept clean, well prepared, and up to Contract standards by Contractor to the satisfaction of the County.

Armed and unarmed security officers shall be equipped with the following items:

- a. Sam Brown belt
- b. Handcuff case
- c. Four keepers
- d. Key snap
- e. One heavy-duty, 3- or 5-cell flashlight
- f. One set of handcuffs, plus female key
- g. Badge
- h. Name tag
- i. Holster (armed security officers only)
- j. Ammunition pouch (armed security officers only)
- k. Baton ring
- l. Smith & Wesson or Colt 4" .38 caliber revolver or equivalent (armed security officers only)
- m. .38 caliber, 125-grain + hollow point ammunition (armed security officers only)
- n. One baton, as requested
- o. Rain gear (as needed)

The items outlined above will not be furnished, maintained, or paid for by the County.

2.10.4 Weapons List

Contractor shall provide the Project Manager with the make and serial number of each security officer's revolver. The list shall be provided prior to a security officer being assigned to a Public Works facility.

2.10.5 Identification Badges

Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear this identification badge while working in the facilities. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

2.11 Specific Tasks

The Contractor shall prepare a work plan, including a security officer's beat instruction book, which shall include tasks for all Contractor personnel, including supervisors and contract director and be submitted to the facility's Project Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of safes, special instructions concerning the particular assignment, etc. The security officer's performance on assignment shall conform to these instructions in the beat books.

2.11.1 Security Officer's Tasks

The following is a list that includes, but is not limited to tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Be courteous.
- c. Maintain good personal appearance.
- d. Maintain good uniform appearance.
- e. Monitor parking as directed.

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- f. Patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- g. Intervene to terminate injurious acts.
- h. Conduct searches of individuals for weapons.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- j. Answer questions of visitors to a Public Works facility regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Prevent the introduction of a contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Close and lock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Open and unlock gates and doors, as directed.
- r. Raise and lower flags.
- s. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- t. Respond to reports of ill or injured patrons, visitors, or employees, render first aid and CPR, and notify supervisor if further assistance is considered necessary or desirable.

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- u. Immediately relay reports of bomb threats to the Project Manager.
- v. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- w. Report malfunctioning equipment, liquid spills, and other such matters to the Project Manager.
- x. Monitor alarm systems.
- y. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate situation encountered and take prescribed action.
- z. Monitor electronic surveillance equipment.
- aa. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses and suspects to ascertain or verify facts.
- bb. Pursue, apprehend, and detain persons suspected of damaging County property and/or injuring County employees or visitors to the Headquarters Complex.
- cc. Detain suspects pending transportation and booking by local law enforcement agency.
- dd. Operate a bicycle, motor cart, or automobile, where directed.
- ee. Knowledge in the care and use of a side-handled baton.
- ff. Knowledge of self-defense and restraint procedures.
- gg. Communicate effectively with individuals and the general public.
- hh. React quickly, take command of an emergency situation.
- ii. Use good judgment and discretion in handling the unruly or trespassing public.
- jj. Remember facts and details concerning specific situations.

- kk. Write incident reports.
- ll. Complete nonemployee injury reports.
- mm. Maintain logs and reports.
- nn. Provide escort services.
- oo. Assist other security officers.
- pp. Hold over at the facility until properly relieved.
- qq. Be required to take primary photographs.
- rr. Activate fire or other emergency procedures as required.

2.11.2 Supervisor Tasks (Post Commander)

The following is a list that includes, but is not limited to those tasks that are expected of Contractor's on-site supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal appearance.
- j. Maintain good uniform appearance.

- k. Update and explain post procedures.
- l. Have working knowledge of radio procedures.
- m. Conduct investigations.
- n. Complete all necessary reports specified in this Contract.
- o. Review subordinates' reports.

2.11.3 Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Program.
- b. Report to and meet with the Project Manager and/or Contract Administrator, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish, with the advice and consent of the Project Manager, contract policy and procedures.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

2.12 Regulations and Forms

2.12.1 Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Section 830.1 through 854 of the California Penal Code. Additional laws include, but are not limited to the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.

2.12.2 The following is a list of forms (see Attachments A-D) applicable to the security Statement of Work:

Contract Discrepancy Report
Notice of Proposed Payment Adjustment
Equipment Damage and Loss Liability
Statement of Loss of County Security Equipment

2.13

Performance Requirements Summary

Attachment E lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

2.13.1

Quality Assurance

Each month, Contractor's performance will be compared to the Contract standards and acceptable quality levels (AQL's) using the Quality Assurance Surveillance Plan (QASP).

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- a. Random sampling.
- b. One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- c. Customer complaints.

2.13.2

Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the Project Manager during surveillance does not exceed the number of discrepancies allowed by the AQL.

When the Project Manager determines the performance is unacceptable, the Project Manager will initiate a Contract Discrepancy Report, which will explain in writing the unacceptable performance. Contractor shall complete the report by outlining how performance will be returned to acceptable levels, and how recurrence of the problem shall be prevented in the future. The Project Manager will evaluate Contractor's explanation and determine if full payment or partial payment is applicable.

2.13.3 Unacceptable Performance

For services surveyed by sampling, Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

2.13.4 Contractor Payment

For acceptable performance, Contractor shall be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County will not pay the full percentage or the number of hours of unacceptable service. When performance does not conform with the requirements of this Contract, the County has the right to reduce the Contract price to reflect the reduced value of the service provided.

2.13.5 Adjustment for Deviation

The Performance Requirements Summary (Attachment E) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

2.13.6 Notice of Adjustments

Contractor shall be given written notice of adjustments and shall respond to said notice within three days of receipt thereof. No response from Contractor within this period, County will assume Contractor's concurrence.

2.14 Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract. The final decision as to suitability of security officers and supervisors for employment rests with Public Works.

2.14.1 Public Works is particularly concerned with a security officer's background. This is due to the nature of the equipment, material, and personnel that the security officer will be charged with protecting. Therefore, it

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will be necessary for a background investigation to be performed by Contractor prior to employment.

Discretion as to suitability for employment of security officers or supervisors by Contractor rests with Public Works.

- 2.14.2 Security officers and supervisors shall be able to pass the Los Angeles County background investigation for contract security officers. Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. Public Works will be responsible for initiating the investigation process.

Security officers and supervisors who have been involved in any of the following will not be accepted:

- a. Any felony conviction.
- b. Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.
- c. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge and general discharge involving drug abuse.
- d. Any pattern of irresponsible behavior including, but not limited to an unreasonable driving or employment record.

- 2.14.3 Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:

a. General Information

The candidate's name, age, current address, security officer's classification, social security number, and date of birth.

b. Employment History

List candidate's present or last job first, then all jobs held and any period of unemployment in the last ten years. Also list security experience and include any interviews with employers in the last seven years.

c. Military Record

If relevant, all military experience (regular or reserve) shall be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Where candidate does not possess a Selective Service Card or military discharge papers, explain why.

d. Criminal Record

Any criminal record of the candidate shall be shown.

- 2.14.4 a. Contract Director - Equivalent of four years' paid security management experience.
- b. Supervisors - Equivalent of eight years' security supervisory experience.
- c. Security officers - Equivalent of two years' paid security experience.

2.14.5 Security officers and supervisors shall possess:

- a. Current State of California Guard Registration Card
- b. Current State of California Weapons Permit (except unarmed)
- c. B.S.I.S. Certification in Pr24 Baton Training
- d. Current First Aid Certificate or EMS Certificate
- e. Current Cardiopulmonary Resuscitation Certificate
- f. Valid California Class "C" Driver's License
- g. Social Security Card

Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire.

- 2.14.6 Contractor shall not assign employees under the age of 18 to perform work for Public Works. All of Contractor's employees working at Public Works facilities shall be able to read, write, and communicate in English.

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2.14.7 Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations, including but not limited to the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees, from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

3.1 Independent Contractor Status

This Contract is by and between the County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor. Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

3.2 Indemnification

Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.3 Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 3.2, Indemnification (above) and to the extent allowed by law, Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-

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employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by Contractor under this Contract.

3.4. General Insurance Requirements

Without limiting Contractor's indemnification of the County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

- 3.4.1 Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Bob Dodson, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
 - 3.4.1.1 Specifically identify this Contract.
 - 3.4.1.2 Clearly evidence all coverage required in this Contract.
 - 3.4.1.3 Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 3.4.1.4 Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - 3.4.1.5 Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and

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related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 3.4.2 Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
- 3.4.3 Failure to Maintain Coverage - Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- 3.4.4 Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - 3.4.4.1 any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - 3.4.4.2 any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - 3.4.4.3 any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - 3.4.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.
- 3.4.5 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs

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to County, Contractor shall pay full compensation for all costs incurred by County.

3.4.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

3.4.6.1 Contractor providing evidence of insurance covering the activities of subcontractor, or

3.4.6.2 Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

3.5 Insurance Coverage Requirements

3.5.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

3.5.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage.)

3.5.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

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In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

3.6 Performance Bond

3.6.1 A faithful performance bond in the sum of not less than \$100,000 payable to the County of Los Angeles and executed by a corporate surety licensed to transact business as a surety in the State of California is required. Such a bond shall be conditioned upon faithful performance by Contractor of the terms and conditions of the Contract and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, or;

3.6.2 Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in the sum of not less than \$100,000 may be acceptable.

PART D - COMPLIANCE WITH LIVING WAGE PROGRAM

4.1 Living Wage Program

This Contract is subject to the provisions of the County's Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B and incorporated by reference into and made a part of this Contract.

4.2 Payment of Living Wage Rates

4.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

4.2.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

4.2.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher living wage rate.

4.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an

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employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

4.2.3 If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4.2.4 If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

4.3 Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan,

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and Contractor's portion of the premiums paid as well as the portion paid by each employee.

All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

4.4

Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform the County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

4.5

County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

4.6 Notification to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once a year. Contractor shall translate into Spanish, and any other language spoken by a significant number of Employees, the posters and handouts.

4.7 Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

4.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, at its sole discretion, exercise any or all of the following rights/remedies:

4.7.1.1 Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

4.7.1.2 Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate,

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incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

4.7.1.3 Termination: Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract.

4.7.2 Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, at its sole discretion, exercise any or all of the following rights/remedies:

4.7.2.1 Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

4.7.2.2 Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, at its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an

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employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

4.7.2.3 Termination: Contractor's failure to pay any of its employees the applicable living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract.

4.7.3 Debarment: In the event Contractor breaches a requirement of this Section, the County may, at its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

4.8 Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

4.9 Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate Contractor's right to perform under this Contract.

4.10

Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

4.11

Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

PART E - STANDARD TERMS AND CONDITIONS

5.1 Limitation of the County's Obligation Due to Nonappropriation of Funds

5.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

5.1.2 All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

5.1.3 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify Contractor in writing of such nonallocation at the earliest possible date.

5.2 Nondiscrimination in Employment

Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

Contractor shall deal with its subcontractors, proposers, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, condition of physical or mental handicap, marital status, or political affiliation.

Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon

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which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state or federal antidiscrimination laws or regulations shall constitute a finding by the County that Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Contract.

5.3

Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which one party may have.

5.4

Assurance of Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5.4.1

Right of First Refusal for Employment Openings

Should the Contractor require additional personnel after award of this Contract to perform the services set forth herein, the Contractor shall give the right-of-first refusal for such employment openings to County employees.

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Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.

The Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused or not responded within the 15-day period.

Employment offers to County employees shall be under the same condition and rate of compensation which apply to other individuals who are employed or may be employed by the Contractor.

The Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected or not responded to.

The County employees who are employed by the Contractor under this section shall not be discharged during the term of this Contract except for cause.

As of the date of the issuance of this solicitation document, it has been determined that no County employees will be laid off should this service be contracted.

5.5 Compliance with Laws

5.5.1 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

5.5.2 Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of Contractor of such laws, rules, regulations, or ordinances.

5.6 Covenant Against Contingent Fees

5.6.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

5.6.2 For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

5.7 Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

5.8 Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

5.9 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

5.10 Record Retention and Inspection

Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting financial records and proprietary data shall be kept and maintained by Contractor, at a location in Los Angeles County, for a period of three years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

5.11 Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

5.12 Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

5.13 Default for Insolvency

5.13.1 The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:

5.13.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

5.13.1.2 The filing of a voluntary petition to have Contractor declared bankrupt.

5.13.1.3 The appointment of a Receiver or Trustee for Contractor.

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- 5.13.1.4 The execution by Contractor of an assignment for the benefits of creditors.
- 5.13.2 The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 5.14 Default
 - 5.14.1 The County may, subject to the provisions of Section 5.14.1.3 (below), by written notice of default to Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - 5.14.1.1 If Contractor fails to perform the services within the time specified herein or any extension thereof; or
 - 5.14.1.2 If Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
 - 5.14.1.3 In the event the County terminates this Contract in whole or in part as provided in Section 5.14.1 (above), the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to the County for any excess costs for such similar services, provided that Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
 - 5.14.2 Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal or state government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform

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must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

5.14.3 If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above.

5.14.4 The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

5.14.5 As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

5.15 Disclosure of Information

Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

5.15.1 Contractor shall develop all publicity material in a professional manner.

5.15.2 During the course of performance of this Contract, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial

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advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

- 5.15.3 Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a contract to provide these services, provided that the requirements of this Section apply.

5.16 Notification

- 5.16.1 Notices desired or required to be given under the contract terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box; and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business as designed in the response to the solicitation document, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
Los Angeles County Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

- 5.16.2 In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a co-partner, if Contractor by a partnership, or by the president, vice president, secretary or general manager if Contractor is a corporation, or by the managing agent regularly in charge of the work on behalf of said Contractor, shall in any case be sufficient notice.

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- 5.17 Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at Contractor's expense. Contractor shall be responsible for the security of any and all of its equipment. Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.
- 5.18 All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.
- 5.19 Contractor shall be fully responsible for possessing or obtaining any required licenses or permits from the appropriate Federal, State or local authorities for work to be accomplished under this Contract.
- 5.20 Contractor shall provide the quality of services under this Contract, which are at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). Contractor also agrees that services shall be furnished in a professional manner and in accordance with these Specifications.
- 5.21 Contractor shall perform work as directed by the Director at all job sites. The Director shall be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory job site controls and conditions are maintained.
- 5.22 The Director has the final authority in all matters affecting the work covered by these Terms, Requirements, Conditions, and Specifications. On all questions relating to the acceptability of work or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.
- 5.23 The County reserves the right to change any portion of the work required under this Contract or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

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- 5.23.1 For any change which does not materially affect the scope of work, period of performance, payments, or any term or condition included in this Contract, a Change Notice will be prepared and signed by the Director and Contractor.
- 5.23.2 For any revision which materially affects the scope of work, period of performance, payments, or any term or condition included in this Contract, a negotiated modification to this Contract shall be executed by authorized officials of the Board and Contractor.
- 5.23.3 To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
- 5.24 Contractor agrees that should work be performed outside the scope of work indicated and without prior written approval of Public Works in accordance with "Changes and Amendments of Terms" (above), such work will be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim, therefore, against Public Works.
- 5.25 Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction at the facility.
- 5.26 Contractor shall consider the fact that during work periods, hazards may exist for all people near and adjacent to the facility. It shall be Contractor's responsibility to maintain security against such hazards at all times.
- 5.27 Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each facility shall be subject to the approval of the Director.
- 5.28 Public Works will not provide transportation to and from the facilities, nor travel around the limits of the facilities.

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- 5.29 Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any facility.
- 5.30 Contractor shall maintain the confidentiality of all its records relating to this Contract, in accordance with all applicable Federal, State, and County laws, regulations, ordinances and directives relating to confidentiality. Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract.
- 5.31 Contractor shall not be allowed claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.
- 5.32 County or its agent will, in addition to Part B, Section 2.13.1, Quality Assurance, evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other liquidated damages as specified in this Contract.
- 5.33 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

5.34 Contractor Responsibility and Debarment

- 5.34.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- 5.34.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts Contractor may have with the County.
- 5.34.3 The County may debar a contractor if the Board finds, in its discretion, that a contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 5.34.4 If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 5.34.5 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to

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submit evidence to Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

5.34.6 A record of the hearing, the proposed decision and any other recommendation of Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of Contractor Hearing Board.

5.34.7 These terms shall also apply to subcontractors of Contractor.

5.35 Jury Service Program

5.35.1 This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

5.35.2 Written Employee Jury Service Policy

5.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

5.35.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County

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under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 5.35.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 5.35.2.4 Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 5.36 Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable federal, state, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.
- 5.37 No person shall be employed on any work under these Specifications who is to be found intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on departmental work.
- 5.38 Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic

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or disruption to the peace and quiet of the area within which services are performed.

- 5.39 No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. Contractor shall, at all times, be personally responsible for the performance of this Contract.
- 5.40 Contractor shall cooperate with Public Works forces engaged in any and all other activities at a facility. Contractor shall carry out all work in a diligent manner and in accordance with instructions of the Director.
- 5.41 Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.
- 5.42 As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246 (b).
- 5.43 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to Contractor.
- 5.44 Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (attached).
- 5.45 Should Contractor require additional personnel after award of this Contract to perform the services set forth

EXHIBIT B.28

herein, Contractor shall give the right-of-first refusal for such employment openings to County employees.

Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.

Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused or not responded within the 15-day period.

Employment offers to County employees shall be under the same condition and rate of compensation which apply to other individuals who are employed or may be employed by Contractor.

Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected or not responded to.

The County employees who are employed by Contractor under this section shall not be discharged during the term of this Contract except for cause.

5.46

No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of the County. Any attempt by Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

EXHIBIT B.29

Any third party delegate(s) appointed by Contractor shall be specified in writing to the Director for advance concurrence.

- 5.47 Forty-hours labor constitutes a legal week's work. Work in excess thereof, during any one week, shall be permitted only as authorized by Labor Code Section 1815.
- 5.48 Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.
- 5.49 It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County will be the sole judge, however, and notwithstanding:
 - 5.49.1 County reserves the right to renegotiate the terms of this Contract to reduce Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
 - 5.49.2 County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
 - 5.49.3 In the event that this Contract is terminated, Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion and which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.
 - 5.49.4 In the event that this Contract is terminated, Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim. Subject to the provision of the paragraph immediately below, the County and Contractor shall negotiate an equitable amount to be paid Contractor by reason of the total or partial termination of work pursuant to this clause, which amount

EXHIBIT B.30

may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County shall pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay Contractor the amount so determined.

5.50 Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default within 90 days of notice by the County, shall be grounds upon which the County may give notice of termination and terminate this Contract.

5.51 Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

5.52 Contractor and each County Lobbyist or County Lobbying firm as defined in the Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. The Contractor's signature on this Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

ATTACHMENTS

CONTRACT DISCREPANCY REPORT

1. USER COMPLAINT (to be completed by Project Manager)

Today's Date: _____ Facility _____

Employee Name _____ Employee
Classification _____

Date of Unacceptable Performance _____

Description of Unacceptable Performance _____

Has this type of unacceptable performance occurred before:

Yes ___ No ___ If yes, when? _____

2. Contractor Response (to be completed by Contract Director)

Date received from County: _____

Corrective Action: _____

_____Plan to Prevent Recurrence: _____

Signed _____ Date _____

Contract Director

3. Return to Project Manager

CDR

DATE:

TO:

FROM:

SUBJECT: NOTICE OF PROPOSED PAYMENT ADJUSTMENT

In accordance with the terms of the Security Services for
Los Angeles County Department of Public Works for Contract
Deviations(s) at:

Facility

Date

Shift

Amount of Deduction

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Department of Public Works, 900 South Fremont Avenue, Alhambra, California 91803-1331, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

NPPA

Attach: Contract Discrepancy Report

Los Angeles County
Department of Public Works

TO: Project Manager

FROM: _____ Contractor (firm name)

SUBJECT: EQUIPMENT DAMAGE AND LOSS LIABILITY

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for armed and unarmed security at the Department Field Facilities, all items (listed below) issued to me by the County.

I also agree to pay for the replacement of any County equipment issued to me if damaged or lost through negligence, or not returned upon termination of this Contract with the Department.

The following equipment was issued to the Contractor:

DATE _____	PROJECT MANAGER _____
DATE _____	CONTRACTOR (FIRM NAME) _____
DATE _____	CONTRACTOR'S _____ AUTHORIZED SIGNATURE

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, _____, do hereby report the loss of
the _____

Identify what equipment was lost/stolen

The _____ was LOST/STOLEN

under the following circumstances, and cannot be found.

In the space provided below, explain the circumstances under
which the item or items were LOST/STOLEN.

Date of Loss:

Police Agency Report to:

Date:

Contractor (Firm Name)

Contractor's Authorized Signature

SLCSE

PERFORMANCE REQUIREMENTS SUMMARY

Date _____

AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
QUALIFICATION - OFFICER 1. Provide First Aid as needed	Current First Aid Certification. Aid provided when required.	100% Security Personnel All Times	0%	Management Reports 100% Inspection Validated Complaints Random Sampling	*Deduct 8 hours Remove Officer
2. Use of Baton	Current baton certification	100% Security Personnel All Times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 8 hours Remove Officer
3. Keep Qualifications Current: Guard Req. Cardiopulmonary Cert. CDL Class "3" Social Security	Current certification	100% Security Personnel	0%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours Remove Officer

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date February 1, 2000AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
AREA CONTROL - OFFICER 4. Provide Information	Accessibility and visibility by public. Informed public.	Questions are answered All Shifts	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
5. Escort Services	Escort provided within 5 minutes of request.	100% As needed	30%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
6. Secure Safes	Safes locked	100% daily	10%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours
7. Area Control	Procedures followed. Facility secure.	100% daily All times	10%	Management Reports Random Sampling Validated Complaints	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation
In Performance Per Shift

Date February 1, 2000

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SCHEDULE - OFFICER 8. Report to work on time - Promptness -	Security being performed.	+5 minutes of schedule All Shifts	10%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
9. Lock Facility	Facilities locked.	100% as required	5%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
10. Unlock Facility	Facilities unlocked.	100% as required	15%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
11. Raise and Lower Flags	Properly attached. Flags folded and properly stored.	5:30 a.m. 6:00 p.m.	15%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
12. Held over until relieved	Procedures followed. Post manned at all times.	100% All shifts	0%	Management Reports Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours

EXHIBIT B.38

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date February 1, 2000AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
COMMUNICATIONS - OFFICER 13. Proper care and operation of two-way radio	Completion of training in radio communications. Equipment maintained properly.	100 % Proper operation All times	10 %	100% Inspection Random Sampling Management Reports Validated Complaints	*Deduct 2 hours
PATROL - OFFICER 14. Timeclock Patrol	Rounds made on schedule. Clocks activated.	100% daily	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
15. Welcome/Screen/Direct Visitors	Information/directions provided	100% as required	5%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours or remove Officer.
16. Use bicycle or vehicle to make parking lot, spreading grounds, facility, etc. Patrol/inspection	Facility Secure.	100% Each shift	0%	100% Inspection Random Sampling Validated Complaints	*Deduct 8 hours or remove Officer.
17. Incident Reports	Complete within 1 hour of incident.	100% As required	0%	Inspection Random Sampling Validated Complaints	*Deduct 4 hours

EXHIBIT B.39

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date February 1, 2000AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
DOCUMENTATION - OFFICER 18. Maintain Facility Log	Log Completed.	100% daily	15%	Random Sampling Management Reports 100% Inspection	*Deduct 1 hour
19. Daily Reports	Filed Daily.	100% daily	15%	100% Inspection Random Sampling	*Deduct 1 hour
20. Non-Employee Injury Report	Completed by end of shift for each occurrence. File as needed	100% as required	0%	Validated Complaints 100% Inspection Random Sampling	*Deduct 2 hours
21. Special Reports as needed	Filed within timeframe requested.	100% As required	15%	Random Sampling 100% Inspection Validated Complaints	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

Date February 1, 2000

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
PROCEDURES - OFFICER 22. Working knowledge of Facility and Beat Security Book	Facility security function complete.	100% daily All times	10%	Management Reports 100% Inspection Validated Complaints	*Deduct 4 hours
23. Assists Other Officers and Law Enforcement	Officer assisted as needed.	100% All shifts All times	0%	Management Reports 100% Inspection Validated	*Deduct 4 hours Remove Officer
24. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	100% All times	0%	Validated Complaints 100% Inspection Management Reports Random Sampling	*Deduct 8 hours Officer Trained
25. Provide for Medical Assistance as needed.	Completion of training procedures followed. Aid provided when required.	100% All times	0%	100% Inspection Random Sampling	*Deduct 8 hours
26. Knowledge of Emergency Procedures	Completion of training. On-going knowledge of emergency procedures.	100% All times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours Officer Trained

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT B.41

Date February 1, 2000

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
PROCEDURES (Continued)					
27. Appearance-Personal Clean Appearance	Contract specifications met.	100% All times	10%	Validated Complaints 100% Inspection Random Sampling	*Deduct 1 hour
28. Appearance-Uniform	Uniform, Leather and Equipment clean and in good working order.	100%	10%	Random Sampling Validated Complaints 100% Inspection	*Deduct 2 hours
29. Good Job Attitude	Contract specifications met.	100% All shifts	10%	100% Inspection Validated Complaints	*Deduct 1 hour or remove Officer
30. Courtesy	Contract specifications met.	100% All shifts	10%	Random Sampling 100% Inspection Validated Complaints	*Deduct 1 hour or remove Officer
31. Vehicle used to make key runs	Vehicle not used to make key runs unless prior Department approval has been given.	100% All shifts	0%	Random sampling 100% Inspection Validated Complaints	*Remove Officer Permanently

EXHIBIT B.42

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date February 1, 2000

AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
COMPLAINTS - OFFICER 32. Maintain Facility Order Prevent Hostile Acts Protect Personnel/ Property	Facility safe and secure	100% daily All shifts	10%	Random Sampling 100% Inspection Validated Complaints	*Deduct 4 hours
33. Respond, Investigate and Report Emergencies and Accidents	Investigations completed and documented.	100% daily All shifts	10%	Management Reports 100% Inspection Validated Complaints Random Sampling	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date February 1, 2000

AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SUPERVISOR					
1. Assures Proper Assignment Coverage	Assignments covered.	100% All times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 8 hours Per shift not covered
2. Appearance - Personal and Uniform	Clean Appearance. Uniform and equipment in good working order.	100% All times	10%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours
3. Makes Site Inspections	Facility inspected each shift	100% Each shift	0%	Management Report 100% Inspection Random Sampling	*Deduct 1 hour
4. Updates Post Procedures	Facility books updated in timely manner.	100% As required	0%	Random Sampling Review Management Reports	*Deduct 2 hours
5. Instructs and Trains Officers on Beat	Officers well schooled in assignment coverage	100% As required	10%	Random sampling 100% Inspection Validated Complaints Management Reports	*Deduct 8 hours

EXHIBIT B.44

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation
In Performance Per Shift

Date February 1, 2000

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SUPERVISOR (Continued) 6. Responds to Incidents - Provides Backup -	Provides assistance as required.	100% as required	0%	Random Sampling 100% Inspection Validated Complaints Management Reports	*Deduct 8 hours Remove Supervisor
7. Has Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	100% All times	10%	100% Inspection Random Sampling Management Report	*Deduct 2 hours
8. Provide Adequate Supervision and Training	Contract specifications met.	100% All times	0%	Random Sampling Management Report Validated Complaints	*Deduct 8 hours
9. Drives Vehicle	Drives vehicle as required.	100% as required	20%	Management Reports 100% Inspection Random Sampling	*Deduct 2 hours
10. Conducts Investigation	Completed Investigations in timely manner.	100% All times	0%	100% Inspection Management Reports	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT B.45

PERFORMANCE REQUIREMENTS SUMMARY

Date February 1, 2000

AQL = Allowable Degree of Deviation
In Performance Per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SUPERVISOR (Continued) 11. Writes Reports	Reports filed on time as required.	100% All times	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
12. Reviews Subordinates' Reports	Completes on time as required.	100% All times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 1 hour

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SCHEDULE OF PRICES
HEADQUARTERS COMPLEX 24-HOURS (ARMED/UNARMED)

Level	Coverage	Estimated Hours	Rate*/Hr.	
Post Commander (Unarmed)	4 Days / Wk 6am-4pm No holidays	(4x10x52) - (10x11) = 1970	\$31.37	\$61,795.72
Lieutenant (Unarmed)	7 Days / Wk 8am-4pm	(8x365) = 2920	\$20.65	\$60,309.40
Sergeant (Unarmed)	4 Days / Wk 6am-4pm No holidays	(4x10x52) - (10x11) = 1970	\$17.58	\$34,640.06
Security Officer (Unarmed)	7 Days / Wk 8am-4pm	(8x365) = 2920	\$14.61	\$42,647.84
Security Officer (Armed)	5 Days / Wk 8am-4pm No holidays	(5x8x52) - (8x11) = 1992	\$16.79	\$33,447.67
Security Officer (Unarmed)	4 Days / Wk 6am-4pm	(4x10x52) = 2080	\$14.61	\$30,379.28

Level	Coverage	Estimated Hours	Rate*/Hr.	
Lieutenant (Unarmed)	5 Days / Wk 4pm-12am No holidays	(8x5x52) - (8x11) = 1992	\$20.65	\$41,142.58
Sergeant (Unarmed)	2 Days / Wk 4pm-12am No holidays	(8x2x52) - (80x11) = 920	\$17.58	\$16,177.09
Security Officer (Unarmed)	7 Days / Wk 4pm-12am	(8x365) = 2920	\$14.61	\$42,647.84
Security Officer (Unarmed)	5 Days / Wk 4am-12am No holidays	(4x10x52) = 1992	\$14.61	\$29,094.00

Level	Coverage	Estimated Hours	Rate*/Hr.	
Sergeant (Unarmed)	7 Days / Wk 12am-8am	(8x365) = 2920	\$17.58	\$51,344.66
Security Officer (Unarmed)	7 Days / Wk 12am-8am	(8x365) = 2920	\$14.61	\$42,647.84

*All inclusive costs (includes overtime, holidays, administrative costs, salary and employee benefits, equipment, training, uniforms, etc.)